party who might claim that the acts of a *de facto* officer were valid as to him. The railway is responsible for the claim of right to act by the employee, and whatever steps he takes under this claim of right are taken at its peril. *Cincinnati, N. O. & T. P. Ry. Co.* v. *Cundiff* (Ky. 1915), 179 S. W. 615.

Where a person is in the employ of, and paid by, a private person or corporation, but has been appointed a special policeman by special public authority, and the question arises whether, in making a wrongful arrest, he acts as a servant of his employer or as a public officer, there seems to be some difference of opinion. *Tolchester Beach Imp. Co.* v. *Steinmeier* 72 Md. 313, 8 L. R. A. 846; *Wells* v. *Washington Market Co.,* 8 Mackey 385; contra, *King* v. *Ill. C. Ry. Co.,* 69 Miss. 245, 10 So. 42; *Union Depot Ry. Co.* v. *Smith,* 16 Colo. 361; *Norfolk & W. Ry. Co.* v. *Galliher,* 89 Va. 639. In all events it is a question of agency; and it appears that the special policeman in the principal case acted as the agent of the railroad and not as the officer of the state. The instant case is justified further in that if the railroad could not defend an arrest by a *de jure* officer, *a fortiori* it could not excuse itself where it should have known that its agent was not a valid officer. The case affords an interesting example of an attempt to invoke the *de facto* doctrine where public policy is in no way involved.

CARRIERS—EXPIRATION OF TIME LIMIT OF TICKET.—Plaintiff purchased from defendant an excursion ticket which stipulated that it was good for passage only on trains scheduled to reach her destination before a certain day and hour. Before beginning the return trip, plaintiff inquired of a ticket agent of the defendant as to the last train upon which she could return under her ticket. The train designated and taken by the plaintiff was not scheduled to arrive until after the time limited on the ticket. The time limit expired while she was on the train and she was forced to pay an additional fare from that point to her destination, or be put off. Plaintiff sued for damages for humiliation, etc. *Held,* that the time limit stipulation was valid and binding upon the plaintiff and in the absence of express authority, no agent of the company had the power to extend the time limit in violation of the terms of the contract. *Shoening* v. *Atlantic Coast Line Co.* (Ga. App. 1915), 86 S. E. 940.

Where tickets are sold at reduced rates, this puts the purchaser upon inquiry, and affects him with notice that some special terms or conditions should be expected or looked for. *Norman* v. *So. R. Co.,* 65 S. C. 517; *Watson* v. *Louisville N. R. Co.,* 104 Tenn. 194. He will be deemed by accepting the ticket to have assented to all reasonable terms, conditions, or stipulations in such ticket and consequently to be bound thereby. *Baltimore Ry.* v. *Evans,* 169 Ind. 410. A passenger cannot claim ignorance of such terms and if he fail to read them, he is nevertheless bound thereby. *Fonseca* v. *Cunard Steamship Co.,* 153 Mass. 533; *Steers* v. *Liverpool, N. Y. & P. Steamship Co.,* 57 N. Y. 1. It has been held that where a ticket stipulates that it is good only to a certain date, it does not necessarily mean that the journey must be completed by that date; it is sufficient if the passenger

has begun his journey within the time limit although such time may expire before the actual completion thereof. *Lundy* v. *Cent. Pac. Ry. Co.*, 66 Cal. 191; *Brian* v. *Ore. Short Line Co.*, 40 Mont. 109; *Gulf etc. Ry.* v. *Henry*, 84 Tex. 678. The principal case extends the rule and holds that if there is an express stipulation in the contract (on the ticket) that the journey must be *completed* before a certain date, such a stipulation is valid and binding on the passenger.

CARRIERS—TARIFF SCHEDULES AS NOTICE OF LIMITED LIABILITY.—The plaintiff shipped live stock in an interstate shipment without knowledge of the established rates based on a table of valuations which had been filed with the Interstate Commerce Commission, but had not been "posted" in the offices of the company in accordance with the provisions of the act. No valuation of the shipment was declared or asked. The bill of lading expressly declared that the clause limiting the valuation to a minimum amount, where no value was stated, should not apply to shipments of live stock, nor was there any reference made in the bill of lading to the fact that the rates charged were based upon a scale of valuations which had been filed with the Commission. Clause 1 of the bill of lading did request the shipper to state a value, which was not done. Clause 2 stated that the shipper had demanded to be advised as to the rates to be charged, and was offered alternative rates based on the value declared, but no value was declared and none inserted in this paragraph. The defendant contended that the shipper's recovery should be limited to the valuation determined by the rate charged. *Held,* that the tariffs not having been posted, nor any value having been declared, and the bill of lading containing no valuation nor any intimation of the carrier's intention to limit its liability, the shipper was not chargeable with notice that the rate charged was based upon a table of valuations filed with the Commission, and that therefore there was no limited liability contract between the parties. *U. S. Horseshoe Co.* v. *American Express Co.* (Pa. 1915), 95 Atl. 706.

It has been held that a schedule of rates, filed, approved and published (copies of the rates issued to the local agents of the carrier with intent to put them into force) are rates legally effective, although not posted in the freight offices of the carrier in accordance with the Act of June 29, 1906. *U. S.* v. *Miller*, 223 U. S. 599; *Kansas City So. Ry.* v. *Albers Commission Co.*, 223 U. S. 573. The fact, therefore, that the rates were not posted would not prevent the rates from being in force in the principal case. Proceeding on the theory that the shipper may hold the carrier to his full common law liability, the courts have held that the assent of the shipper in some form is necessary to a stipulation in a bill of lading or shipping receipt which limits the common law liability of the carrier. *Reider* v. *Wells*, 14 Cal. 790; *Atlantic Coast Line Co.* v. *Coachman*, 59 Fla. 130. An acceptance by the shipper of a bill of lading raises the presumption that he has assented to its terms and conditions, and he is therefore bound by a stipulation in such a contract which limits the amount of the carrier's liability, where the liability is determined by the rates charged. *Wells*